

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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**RECORDING COVER SHEET**

**DECLARATION OF COVENANT AND GRANT OF EASEMENT**

Grantor: \_\_\_\_\_

Grantee: \_\_\_\_\_

Legal Description: \_\_\_\_\_

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Additional Legal(s) on: \_\_\_\_\_

Assessor's Tax Parcel ID#: \_\_\_\_\_

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**DECLARATION OF COVENANT AND GRANT OF EASEMENT  
For Stormwater Flow Control Best Management Practices**

IN CONSIDERATION of the following approved King County (check one of the following)

- residential building permit,  commercial building permit,  clearing and grading permit,
- subdivision permit, or  short subdivision permit for Application No. \_\_\_\_\_

relating to real property ("Property") legally described as follows:

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The Grantor(s), the owner(s) in fee of the above described parcel of land, hereby covenants with King County, a political subdivision of the state of Washington its successors in interest and assigns ("King County"), that it will observe, consent to, and abide by the conditions and obligations set forth and described in Paragraphs 1 and 2 and 4 through 7 below with regard to the Property, and hereby grants an access easement on and to the Property to King County, for the purposes described in Paragraph 3 below. Grantor(s) hereby grants, covenants, and agrees as follows:

1. Owner(s) of the Property shall retain, uphold, and protect the stormwater management devices, features, pathways, limits, and restrictions, known as flow control best management practices ("Flow Control BMPs"), shown on the approved Flow Control BMP Site Plan for the Property attached hereto and incorporated herein as Exhibit A.

2. Owner(s) of the Property shall at their own cost, operate, maintain, and keep in good repair, the Property's Flow Control BMPs as described in the approved Design and Maintenance Details for each BMP attached hereto and incorporated herein as Exhibit B.

3. King County shall have a nonexclusive perpetual access easement on the Property in order to ingress and egress over the Property for the sole purposes of inspecting and monitoring the Property's Flow Control BMPs, and if applicable in accordance with the terms of Paragraph 4 below, performing any corrective work required to bring the Property's Flow Control BMPs into compliance with Title 9 of the King County Code.

4. If King County determines that maintenance, repair, restoration, and/or mitigation work is required to be done to the Flow Control BMPs and has not been performed by the Property owner(s), the Director of the Water and Land Resources Division of the King County Department of Natural Resources and Parks shall give notice to the Property owner (s) of the specific maintenance, repair, restoration, and/or mitigation work (Work) required pursuant to Title 9 of the King County Code. The Manager shall also set a reasonable time in which the Work is to be completed by the Property owner(s). If the Work is not completed within the time set by the Division Director, King County may perform the required Work. Written notice will be sent to the Property owner(s) stating King County's intention to perform the Work. Performance of the Work by King County will not commence until at least seven (7) days after such notice is mailed. If, within the sole discretion of the Water and Land Resources Division Director, there exists an imminent or present danger, the owner hereby waives the seven (7) day notice period and the Work will begin immediately.

5. The owner(s) of the Property shall assume all responsibility for the cost of any Work required to be done to the Flow Control BMPs. Such responsibility shall include reimbursement to King County within thirty (30) days of the receipt of the invoice for any such Work performed by King County in accordance with the terms of Paragraph 3 above. Overdue payments will require payment of interest at the current legal rate as liquidated damages. In the event that King County does not receive reimbursement within the required time frame, it may elect to place a lien on the

Property and act upon the lien in accordance with the terms and procedures specified in Chapter 23.40 of the King County Code, as amended from time to time. If legal action is taken to enforce the provisions of this Paragraph, the prevailing party is entitled to costs and attorney's fees.

6. Apart from performing routine landscape maintenance, the Property owner(s) is (are) hereby required to obtain written approval from the Water and Land Resources Division Manager of the King County Department of Natural Resources and Parks prior to performing any alterations or modifications to the Flow Control BMPs. Any notice or consent required to be given or otherwise provided for by the provisions of this Declaration of Covenant and Grant of Easement shall be effective upon personal delivery, or three (3) days after mailing by Certified Mail, return receipt requested, whichever occurs sooner.

7. This Declaration of Covenant and Grant of Easement is intended to promote the efficient and effective management of surface water drainage on the Property, and it shall inure to the benefit of all the citizens of King County, its successors and assigns. This Declaration of Covenant and Grant of Easement shall run with the land and be binding upon Grantor(s), and Grantor's (s') successors in interest and assigns.

8. This Declaration of Covenant and Grant of Easement may be terminated by execution of a written agreement by Grantor(s) and King County expressing their mutual agreement to terminate this Declaration of Covenant and Grant of Easement.

IN WITNESS WHEREOF, this Declaration of Covenant and Grant of Easement is executed

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF WASHINGTON)

)SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_

Printed name

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_